

**MASTER AGREEMENT
TERMS AND CONDITIONS**

AGREEMENT NO. 08-404-SD ENGRAVING AND PROMOTIONAL ITEMS

1. AGREEMENT REQUIREMENTS:

This Master Agreement, No. 08-404-SD, (the "Agreement") between the Division for the Visually Impaired and the Delaware Industries for the Blind ("DVI/DIB") and Division of Government Support Services ("GSS") addresses the Engraving and Promotional Items purchasing requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company. The scope of the products and services to be provided are outlined in Appendix A and Appendix B attached hereto.

2. MANDATORY USE CONTRACT:

REF: 29, Del. C. §6911 (d). All Covered Agencies as defined in 29 Del. C. §6902(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

Notwithstanding the foregoing, and in accordance with 16 Del. C ch 96 , if any agency of this State intends to procure any product or service on the procurement list, that agency (hereinafter "Ordering Agency") shall, in accordance with the rules and regulations of the Commission for the Purchase of Products or Services of the Blind and Other Severely Handicapped Individuals (the "Commission"), procure such product or service, at the price established by the Commission, from the Delaware Industries for the Blind and from qualified rehabilitation facilities. If the product or service is available such procurement shall be mandatory, unless a waiver is issued by the Division for the Visually Impaired.

3. AGREEMENT TERM AND AMENDMENTS:

This Agreement shall be valid for a 20 month period from November 15, 2008 through June 30, 2010, with three (3) one-year renewal periods available. Addendums to this Agreement, as agreed to in writing by the parties, may be issued periodically to adjust pricing, or add new items as they become available in accordance with 16 Del.C. Ch 96. This Agreement shall remain in effect for the time period specified unless the Agreement is terminated in compliance with 16 Del. C. ch. 96. Any termination of this Agreement shall have no effect on the requirement to comply with 16 Del. C. ch 96.

4. PRICES:

Prices as set forth in Appendix B shall remain firm for the term of this Agreement, unless changed pursuant to 16 Del. C. §9604. In the event any such a change is made, the parties agree to amend Appendix B accordingly.

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Office of Management and Budget
Government Support Services
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5. **FUNDING OUT:**

The continuation of this Agreement is contingent upon funding appropriated by the General Assembly.

6. **MANDATORY PROCUREMENT WAIVER:**

In the event DVI/DIB cannot fulfill its obligations to ordering agencies under the terms and conditions of this Agreement, the Ordering Agency may request a mandatory procurement waiver from the Director of DVI/DIB to permit the purchase on the open market of a product listed in Appendix B. A waiver shall be granted by the Director only in accordance with 16 Del. C. §9605 and written notification of such waiver, if granted, shall be provided by the Director to both GSS and the Ordering Agency. Ordering Agency's receipt of a waiver from the Director shall constitute authorization for that agency to make its purchase in accordance with 29 Del. C. ch. 69 and in no instance shall any monies be due DVI/DIB from Ordering Agencies when such purchases are made.

7. **FORCE MAJEURE:**

Neither DVI/DIB nor the Ordering Agency shall be held liable for non-performance under the terms and conditions of this Agreement due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this Agreement.

8. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this Agreement is to keep accurate records regarding its actual value. This information is essential in order to update this Agreement. The integrity of future agreements revolves around Government Support Services' ability to convey accurate and realistic information to the Public.

A report shall be furnished by DVI/DIB **MONTHLY** detailing the purchasing of all items on this Agreement. The format to be followed is described herein and shall be filed within fifteen (15) days after the end of each reporting period.

The report shall be submitted electronically in EXCEL and sent as an attachment to sandra.david@state.de.us . It shall contain the six-digit department and organization code. SEE BELOW

State of Delaware Monthly Usage Report

[illegible]

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor.

The report shall be submitted electronically in **EXCEL** and sent as an attachment to Insert Information. It shall contain the six-digit department and organization code for each agency and school district.

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9. **ORDERING PROCEDURE:**

DVI/DIB is required to have a local telephone number within the (302) area code. Each Ordering Agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems.

NOTE: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Commodity/classification code: preferably the United Nations Standard Purchasing Code:
- The State of Delaware is implementing the PeopleSoft Financial system which uses items and services as a fundamental building block of its procurement system. These items are managed in central PeopleSoft tables called the Item Master. In conjunction with the items, the PeopleSoft procurement system maintains item categories, which are groupings of like items using the United Nations Standard Products and Service (UNSPSC) coding structure.

The new system will be loaded with the items from the Mandatory Use Contracts that are valid now and will end after July 2009. Therefore, GSS advises DVI/DIB to prepare for this implementation process by then. The State has made the determination to include the requirement in this Agreement for two reasons:

1. To find out what vendors can offer
2. To give the agencies and school districts a level of comfort in using electronic catalogs.
3. To prepare for this event by July of 2009 with the assistance of GSS.

10. **SHIPPING COSTS:**

Ordering Agency shall be responsible for all shipping costs associated with their orders.

11. **BILLING AND PAYMENT:**

The agencies or school districts who utilize this Agreement will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. DVI/DIB must accept full payment of the invoice amount by intergovernmental voucher, procurement (credit) card and/or conventional check and/or other electronic means at the State's option.

DVI/DIB is required to bill the respective Ordering Agency (s) within 30 days of order fulfillment. Ordering agencies shall provide Agreement number, ship to and bill to address, contact name and phone number.

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12. **COMMODITY OR SERVICES COVERED BY AGREEMENT:**

All items specifically listed in Appendix B shall be procured pursuant to the Agreement provided, however, that ordering agencies shall have no obligation to procure any item not listed in Appendix B from DVI/DIB. Ordering agencies, however, are strongly encouraged to procure items not listed in Appendix B from DVI/DIB when an opportunity for cost savings exists and in order to further the legislative purpose of the State Use Law as set forth in 16 Del. C. § 9601. This encouragement is not a waiver of an Ordering Agency's obligation to comply with State procurement requirements as set forth in 29 Del. C. ch. 69.

13. **AGREEMENT EXECUTION:**

This Agreement shall be executed by a representative of each party hereto who has the legal capacity and authority to enter the agency into a formal binding agreement with another State agency.

14. **PERSONNEL:**

- a. DVI/DIB represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement.
- b. All of the services required hereunder shall be performed by DVI/DIB or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

15. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT**


DVI/DIB shall provide the name(s), telephone or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan April 2005.

16. **COMPLIANCE WITH STATE USE LAW GUIDELINES:**

In fulfilling its obligations under this Agreement, DVI/DIB agrees to comply with the requirements set forth in Section VI of the State Use Commission's "General Rules and Guidelines" (attached hereto as Appendix C) with respect to the performance of direct labor by disabled persons. DVI/DIB's noncompliance with said requirements, however, shall not constitute grounds for termination of this Agreement by GSS.

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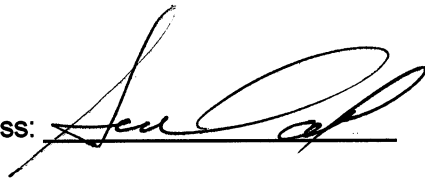
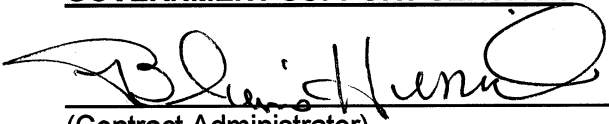
DEPARTMENT OF HEALTH AND SOCIAL SERVICES

Witness:  ^{jmb} BY Valencia R. Seigler ^{11/14/08}

DIVISION OF VISUALLY IMPAIRED

Witness: _____ BY Cynthia B. Lovell

GOVERNMENT SUPPORT SERVICES:

Witness:  
(Contract Administrator)
GOVERNMENT SUPPORT SERVICES

APPENDIX A

08-404 –SD ENGRAVING AND PROMOTIONAL ITEMS MASTER AGREEMENT

The Division for the Visually Impaired, Industries for the Blind, will provide all engraving services. Services include door plates and desk plates as well as identification signs/markers, award recognition plaques, and ADA signage. The Division of Visually Impaired, Industries for the Blind will also provide all promotional products and specialty advertising needs. These items include, but are not limited to: mugs, buttons, ribbons, t-shirts, writing pens/pencils, key tags, magnets, etc. A full line of products are available. Specifications and pricing are set forth in Appendix B.

SERVICES INCLUDE:

ENGRAVING

- | | | |
|---------------------|------------------|-----------------|
| ■ AWARD PLAQUES | ■ ADA SIGNAGE | ■ TROPHIES |
| ■ GENERAL ENGRAVING | ■ IDENTIFICATION | ■ DOOR AND DESK |
| ■ ARCHITECTURAL | SIGNAGE | NAMEPLATES |
| SIGNAGE | | |

PROMOTIONAL ITEMS

- | | |
|-------------------------|-------------------|
| ■ IMPRINTED ITEMS | ■ T-SHIRTS |
| ■ SPECIALTY ADVERTISING | ■ SCREEN-PRINTING |
| ■ RECOGNITION PROGRAMS | ■ INCENTIVES |

APPENDIX B

08-404 –SD ENGRAVING AND PROMOTIONAL ITEMS MASTER AGREEMENT

PRICING LIST

AWARD PLAQUES, TROPHIES, AND ENGRAVING

PLAQUES

Award and Recognition plaques for all purposes and occasions.

Contract covers all items in catalog at 20% discount.

E-Z Slide-in Certificate Plaques with Plexiglas covers: No assembly required

Size		Price
8" x 10" certificate	Simulated Walnut	\$14.95
	Genuine Walnut	\$22.95
8-1/2" x 11" certificate	Simulated Walnut	\$15.95
	Genuine Walnut	\$26.95
14" x 17" Certificate Plaque (with Certificate)	Simulated Walnut	\$24.95

TROPHIES

Trophies for all purposes and occasions.

Contract covers all items in catalog at 30% discount.

GENERAL PRICES - ENGRAVING

SIZE	PLASTIC	ALUMINUM	BRASS
0-10 PER SQ. IN.	\$.75	\$.80	\$1.00
10-20 PER SQ. IN.	.40	.60	.75
20-50 PER SQ. IN.	.30	.35	.50
50-80 PER SQ. IN.	.26	.30	.40
80-120 PER SQ. IN.	.22	.26	.32
120+ OVER PER SQ. IN.	.18	.22	.28

APPENDIX B

08-404 –SD ENGRAVING AND PROMOTIONAL ITEMS MASTER AGREEMENT PRICING LIST

CUSTOM MATERIALS AVAILABLE, PRICES QUOTED UPON REQUEST.

STANDARD LOGOS: \$25.00 - \$50.00 Set-Up Charge: \$5.00 on repeat logo.

DETAILED/CUSTOM LOGOS: Quotes upon request. Camera-ready artwork required.

REPEAT OF DETAILED LOGOS:	\$15.00
STANDARD CHARGE:	\$.10 per letter
BRAILLE and RAISED LETTER (ADA):	\$.18 per letter
REVERSE/PAINT FILL ENGRAVING:	\$.11 per letter

APPENDIX B

08-404 –SD ENGRAVING AND PROMOTIONAL ITEMS MASTER AGREEMENT PRICING LIST

IDENTIFICATION SIGNS/MARKERS & SPECIALTY ADVERTISING ITEMS

IDENTIFICATION SIGNAGE:

<u>Desk/Name Signs</u>	<u>Sign Only</u>	<u>w/Plastic Holder</u>	<u>Metal Holder *</u>
2" x 8" 1 line	\$4.99	\$8.66	\$9.45
2" x 8" 2 lines	8.73	12.22	13.61
2" x 10" 1 line	5.57	10.75	12.11
2" x 10" 2 lines	9.54	13.96	15.47 * Gold or Silver(State Which)

<u>Wall/Door Signs</u>	<u>Sign Only</u>	<u>Metal Holder *</u>
2" x 8" 1 line	\$4.99	\$7.75
2" x 8" 2 lines	8.73	11.59
2" x 10" 1 line	5.57	11.26
2" x 10" 2 lines	9.54	14.59* Gold or Silver (State Which)

<u>Name Tags</u>	<u>Price</u>
1" x 3" 1 line	\$3.32
1" x 3" 2 lines	4.50
3rd line add	.75 2" high add 10%
Logo	.75 after initial logo charge , a wide variety of colors are available

Signage to Meet Your Requirements –

WE HAVE SIGNAGE TO SATISFY ADA REQUIREMENTS

Types:	Identification Building Directories International Symbols and much, much more.	Instructional Exterior Signs	OSHA Equipment Tags
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APPENDIX B

08-404 –SD ENGRAVING AND PROMOTIONAL ITEMS MASTER AGREEMENT PRICING LIST

PROMOTIONAL ITEMS

DIB engraving has a wide variety of Promotional Products, Ad Specialties, Gift Items and Incentives and distributes several full-line catalogs *, as well as dozens of additional catalogs that focus on a specific product or need.

All items in catalogs less 10% - 20% discount, depending on item/quantity.

Standard Imprint/Logo \$25.00 - \$50.00

Set Up/Screen Charge - Prices can vary greatly depending on item ordered. Quotes Upon Request.

Custom Logos - Quotes Upon Request - Camera-Ready Artwork Required.

Overruns/Underruns - Due to difficulty in manufacturing exact shipments 5% over or under would be considered fulfillment of order.

Color Matching - Exact color matching if desired can be accomplished on most orders \$25.00 to \$75.00

Delivery: Typical Delivery Time: 2 - 4 weeks

Rush Orders - 6 Working days or less may require a 10% supplementary charge.

*** Additional catalogs available upon request.**

APPENDIX B

08-404 –SD ENGRAVING AND PROMOTIONAL ITEMS MASTER AGREEMENT
PRICING LIST

PROMOTIONAL PRODUCTS AND SPECIALTY ADVERTISING ITEMS (CONTINUED)

T-SHIRTS	BAGS	PENCILS	BALLOONS
PENS	CAPS	KEY TAGS	LAPEL PINS
MOUSE PADS	CUPS	BUTTONS	RIBBONS
COOLERS	MUGS	STRESS BALLS	MAGNETS

ADD YOUR MESSAGE/IMPRINT TO THESE ITEMS OR MAY OTHER TO PROMOTE YOUR CAUSE,
EVENT OR ORGANIZATION.

CALL FOR INFORMATION & FREE CATALOGS: PHONE: (302) 255-9855 / FAX: (302) 255-4442.

DIB ENGRAVING
DELAWARE INDUSTRIES F/T BLIND
1901 N, DUPONT HWY.
NEW CASTLE, DE 19720
DIB ENGRAVING
DELAWARE INDUSTRIES F/T BLIND
1901 N, DUPONT HWY.
NEW CASTLE, DE 19720

DATE: _____
CUSTOMER ORDER # _____
DEPT. # _____
SHIP VIA: _____

SOLD TO: _____ SHIP TO: _____

ADDRESS: _____ ADDRESS: _____

CITY, STATE _____ CITY, STATE _____

CUSTOMER SIGNATURE: _____ CUSTOMER SIGNATURE: _____

APPENDIX B

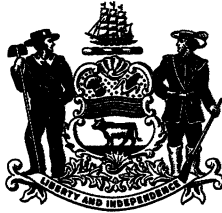
08-404 –SD ENGRAVING AND PROMOTIONAL ITEMS MASTER AGREEMENT PRICING LIST

QTY.	CATALOG NUMBER	DESCRIPTION SPECIFY FIGURE	PRICE	TOTAL

SUB-TOTAL	\$
DISCOUNT	\$
TOTAL	\$
ENGRAVER'S CHARGE Letters .10 ea	
Net total	\$
Shipping	\$
TOTAL ORDER	\$

PROVIDE ENGRAVING INSTRUCTIONS BELOW OR ON BACK.

IF SENT UPS, CHARGE WILL BE ACTUAL COST + \$1.00 FOR SHIPPING & HANDLING.



**STATE OF DELAWARE
THE STATE USE COMMISSION
ASSISTING
PEOPLE WITH VISUAL IMPAIRMENTS AND
OTHER DISABILITIES WITH EMPLOYMENT**

**GENERAL RULES AND GUIDELINES
Approved April 26, 2001 Meeting
EXHIBIT C**

- I. The Commission will meet the third Thursday of each month as deemed appropriate and necessary by its Chairman.
- II. Agencies desiring participation under the Use Law need to provide verification that they are a qualified rehabilitation facility as defined under the law.
- III. The Commission shall transmit no later than 90 days following the close of the fiscal year to the Governor and General Assemblies an annual report identifying its members a description of its activities for the year and any recommendations for changes in the law.
- IV. Set-aside requests and assignment requests submitted by a qualified rehabilitation facility must provide all relevant information as required by the Commission. A set-aside / assignment request procedure has been developed for this purpose.

A set-aside request should be presented at one meeting but not voted on until the next, unless deemed to be an urgent circumstance and the Commission Members present agree to waive the waiting period.

- A. In the case when an agency wants to develop and research a new product or service for set-aside a "Request for Assignment" can be made. The attached form would be used when requesting an assignment. The period allowed for development of assigned items should not exceed twelve (12) months. A six months extension could be granted if requested by the assigned agency.
At the end of this development period, the agency must present the assigned product of service for set-aside. If no set-aside request is made at that time, then another agency could request and be assigned the item.

- B. The qualified Rehabilitation facility must provide the following information when requesting the set-aside of a particular product or service:

1. Review cost analysis format
 - a. Price shall recover (Law Sec 9604 A)
 - i. Raw Materials * - Ref. Page #1
 - ii. Labor – Ref. Page #2

- iii. Overhead – Ref. Page #3
- iv. Delivery Costs – Ref. Page #1 and #3.

*Major components will require cost verifications

- 2. Copy of specification or clear description of product or service is required.
 - i. Samples required as appropriate.
- 3. Verify Competitive Pricing
 - i. Obtain most recent State Bidding / Award information
 - ii. Provide commercial price information
 - iii. Obtain independent / commercial bid data
- 4. Price Changes and Modifications
 - i. Shop to provide substantiation for price increase
 - ii. Submit new cost analysis highlighting changes from original
- 5. Workshops are responsible for presenting / providing all items:
 - 1 – 4. Commission then to review and respond concerning acceptability.

C. Should scenario arise that there are two agencies requesting Set-Aside or Assignment of the same service or product at the same time:

- 1. State Use Commission should determine which agency is best prepared to accomplish the project utilizing the guidelines listed as follows:
 - i. Space available
 - ii. Equipment available
 - iii. Funds
 - iv. Personnel
 - v. Knowledge and experience
 - vi. Quality control
 - vii. Jobs created

- V. Upon review and approval for set-aside the Commission forwards correspondence to the State Division of Purchasing. This new item will be added to the Procurement List of Products and Services. A State Contract will be established and distributed to all State Agencies who may need to purchase these items. Attached is a copy of the Procurement List.
- VI. In keeping with the scope and purpose of the State Use Law, agencies requesting “set-aside” of a product or service must guarantee that disabled persons will perform 75% of all direct labor.
 - A. An agency proposing a set-aside may present a “phase-in” plan so as to accomplish this requirement. Starting at no less than 50% an agency needs to bring percentage of disabled direct labor to 75% as soon as possible, but not to exceed eighteen (18) months.
- VII. Products or Services proposed to be set aside to the Commission would typically not be approved if the price exceeds by 10% what the State is presently paying.

ASSIGNMENT FORM

AGENCY

DATE

LIST PRODUCT OR SERVICE TO BE ASSIGNED FOR DEVELOPMENT:

ESTIMATED TIME NEEDED TO DEVELOP:

COMMENTS:

ASSIGNMENT DATE

NAME / TITLE
REQUESTING AUTHORITY

GOVERNMENT SUPPORT SERVICES

DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to and are part of each establishment of a set-aside agreement. Should the General Provisions conflict with the Agreement, the Agreement shall prevail.

DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: Contracting State Agency as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

SECTION A - AWARD AND EXECUTION OF AGREEMENT

1. WARRANTY:

DVI/DIB shall be required to extend any warranty usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this Agreement against defective material, workmanship, and performance.

2. THE AGREEMENT(S):

The Agreement(s) with DVI/DIB will be executed with the Office of Management and Budget, Government Support Services acting for all participating agencies.

3. INFORMATION REQUIREMENT:

DVI/DIB shall be required to advise the Office of Management and Budget, Government Support Services of the gross amount of purchases made as a result of the Agreement.

4. AGREEMENT EXTENSION:

The State reserves the right to extend this Agreement on a month-to-month basis for a period of up to three months.

5. TERMINATION:

Agreements shall remain in effect for the time period specified unless the Agreement is terminated in accordance with 16 Del. C. ch. 96.

SECTION B - GENERAL

1. LAWS TO BE OBSERVED:

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work.

2. EMERGENCY TERMINATION OF AGREEMENT:

- a. Due to restrictions which may be established by the United States Government on material, or work, the Agreement may be terminated by the cancellation of all or portions of the Agreement.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the Agreement because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the Agreement may be terminated.

3. TAX EXEMPTION:

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress).

4. OR APPROVED EQUAL (PRODUCTS BY NAME):

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

5. BASIS OF AWARD:

The Office of Management and Budget, Government Support Services will award this Agreement in accordance with 16 Del. C. § 9605.

6. INVOICING:

The Ordering Agencies will generate a payment voucher upon receipt of an invoice from DVI/DIB.

SECTION C - EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY:

During the performance of any Agreement for financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.